## COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS AGENDA ITEM TRANSMITTAL

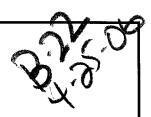
• •	(2) MEETING DATE April 25, 2006	(3) CONTACT/PHONE Timothy J. Smith, County Right of Way Agent (805) 781-5290		
(4) SUBJECT Submittal of a Resolution Accepting Conveyance to the County from Lena and Bryan Friedman, for San Luis Bay Drive Bridge Replacement Project, Contract No. 300181, Supervisor District 3				
(5) SUMMARY OF REQUEST Transmittals pertain to San Luis Bay Drive Bridge Project. Adoption of the proposed resolution will allow the Department of Public Works to conclude the acquisition phase for this parcel.				
(6) RECOMMENDED ACTION It is recommended that the subject resolution be adopted and the appropriate documents be executed.				
(7) FUNDING SOURCE(S) Road Fund	(8) CURRENT YEAR COST \$ 1,650	(9) ANNUAL COST N/A	(10) BUDGETED? ★YES □ N/A □ NO	
(11) OTHER AGENCY/ADVISORY GR County Counsel	OUP INVOLVEMENT (LIST):			
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? No				
(13) SUPERVISOR DISTRICT(S)		(14) LOCATION MAP		
	ng (Time Est) Business (Time Est)	(16) EXECUTED DOCUMENTS  Resolutions (Orig + 4 copies  □ Ordinances (Orig + 4 copies)	) ☐ Contracts (Orig + 4 copies)	
(17) NEED EXTRA EXECUTED COPIES?  □ Number: □ Attached NAVA		(18) APPROPRIATION TRANSFER REQUIRED? □ Submitted □ 4/5th's Vote Required À√N/A		

Reference: 06APR25-C-1

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(19) ADMINISTRATIVE OFFICE REVIEW

OK Leslie Brown





## SAN LUIS OBISPO COUNTY **DEPARTMENT OF PUBLIC WORKS**

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us

TO:

**Board of Supervisors** 

FROM:

Timothy J. Smith, Right of Way Agent

VIA:

Glen L. Priddy, Deputy Director of Public Works - Engineering Services

DATE:

April 25, 2006

SUBJECT:

Submittal of a Resolution Accepting Conveyance to the County from Lena

and Bryan Friedman, for San Luis Bay Drive Bridge Replacement Project,

Contract No. 300181, Supervisor District 3

#### Recommendation

It is recommended that the subject resolution be adopted and the accompanying documents be executed.

#### **Discussion**

The attached resolution, together with appropriate easement deed and right of way agreement, are submitted for your Board's consideration. These instruments relate to the San Luis Bay Drive Bridge Replacement Project, which is scheduled for the start of construction this summer. Acquisition of the needed right of way is based upon a negotiated settlement at fair market value, as determined by a professional real estate appraiser.

#### Other Agency Involvement/Impacts

County Counsel has reviewed and approved said documents.

#### **Financial Considerations**

The subject resolution provides compensation in the total amount of \$1,650 for this parcel, County Contract No. 300181. The cost is included in the Fiscal Year 2005-06 Roads Budget.

#### **Results**

Approval of the recommended action will result in proper title for this budgeted project. This project will result in greater safety for the public.

Attachments:

Vicinity Map

Resolution of Acceptance

Public Road, Slope and Drainage Easement Deed

Right of Way Agreement

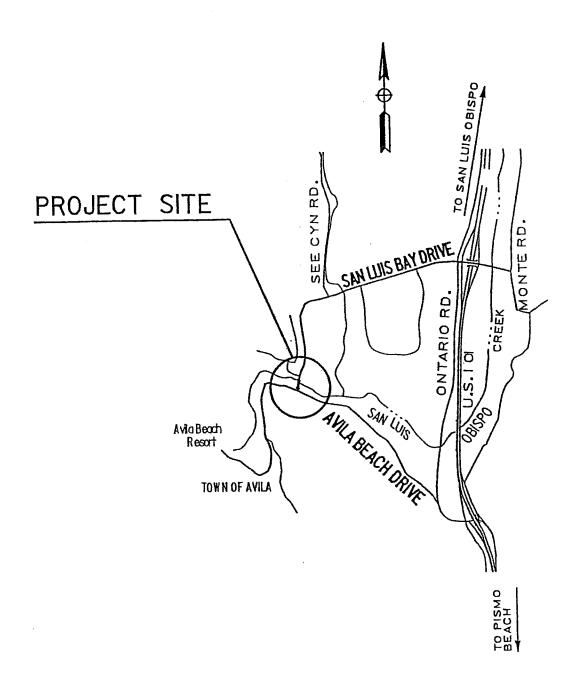
File:

TJS-R/W Parcel 05-12

Reference:

06APR25-C-1

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VICINITY MAP FOR SAN LUIS BAY DRIVE PROJECT
FRIEDMAN PARCEL

#### IN THE BOARD OF SUPERVISORS

County of San Luis Obispo, State of California

		·	day	_, 20
PRESENT: Supervisors				
ABSENT:				

#### **RESOLUTION NO.**

# RESOLUTION ACCEPTING CONVEYANCE FROM LENA AND BRYAN FRIEDMAN SAN LUIS BAY DRIVE BRIDGE REPLACEMENT PROJECT SUPERVISORIAL DISTRICT NO. 3

The following resolution is now offered and read:

WHEREAS, LENA FRIEDMAN and BRYAN H. FRIEDMAN, have executed and delivered to the County of San Luis Obispo, a political subdivision and one of the counties of the State of California, a certain Public Road, Slope and Drainage Easement Deed conveyance dated March 9, 2006, attached hereto, and by this reference made a part hereof as though fully set forth herein; and

WHEREAS, it is provided by Section 27281 of the Government Code of the State of California, that the foregoing document shall not be accepted for recordation without the consent of the County evidenced by its resolution of acceptance attached thereto:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo State of California:

- 1. That said Public Road, Slope and Drainage Easement Deed is accepted and the Chairperson of this Board is hereby authorized and directed to execute the documents necessary therefor.
- 2. That the Clerk of this Board attach a copy of this resolution to said conveyance as evidence of acceptance and consent to the recordation of same.
- 3. That the County Director of Public Works is hereby authorized and directed to initiate the drawing of a warrant (Budget 2900-3060) Project 300181.05, in the sum stated in the attached Right of Way Agreement dated March 9, 2006, San Luis Bay Drive Bridge Replacement Project, R/W Parcel No. 05-12, payable to Lena Friedman and Bryan H. Friedman, as consideration for the delivery of said conveyance.

Upon motion of Supervisor Supervisor	, seconded by , and on the following roll call vote, to wit:
AYES:	
NOES:	
ABSENT:	
ABSTAINING:	
the foregoing resolution is hereby adopted	
	Chairperson of the Board of Supervisors
ATTEST:	
Clerk of the Board of Supervisors	생활하는 경기 등에 가장 등에는 하는 것이다. 생활하는 기가 되었는 것들은 경기를 받았다.
[SEAL]	
APPROVED AS TO FORM AND LEGAL	EFFECT:
JAMES B. LINDHOLM, JR.,	
County Counsel	
By: Office Town Deputy County Counsel	
4/10/11	
Dated: // / / / / / / / / / / / / / / / / /	
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보통하는 사람들이 사용하는 경험을 받았다. 기가 기가 있는 사람들은 기가를 받았다.	
	. 주민하다 보다는 다른 교리가 있습니다. 그런 그리고 있다. 그 등을 만들어 하다고 있다. 그는 그 사람들은 사람들은 그는 것이 되었다. 그 그 없다.
(1) 보고 있는 사람들이 되었다. 그런 그런 사람들은 것이다. 이 사람들이 그 나는 사람들이 살아지는 사람들이 되었다.	경화되는 이 시간 이 생각이 되는 것이 없는 것도 있습니다. 건강은 그들은 이 말로 보는 아들의 전문을 하고 있습니다.
하는 전에 돌렸다는 맛도 말하고 않는다.	- 이렇게 1일 등 함께 가는 이 등 등에 가는 함께 하는 이렇게 했다. 문화를 되고 하는 이 등을 하는 것을 받았다. 하는 이 나를 되는
ATTE OF CALIFORNIA	
ATE OF CALIFORNIA, ounty of San Luis Obispo, ss.	
1,	, County Clerk and ex-officio Clerk
the Board of Supervisors, in and for the Coun	nty of San Luis Obispo, State of California, do hereby
tify the foregoing to be a full, true and correct same appears spread upon their minute book.	copy of an order made by the Board of Supervisors, as
WITNESS my hand and the seal of said Boar	요즘 사람이 있습니다 하나를 보는 것 같은 살림이다.
	회로 보고 그림에는 그들은 얼굴한다.
y of, 20	
y of, 20	
y of	County Clerk and Ex-Officio Clerk of the Board of Supervisors

#### **RECORDING REQUESTED BY:**

Public Works Department County of San Luis Obispo

Project: San Luis Bay Drive Bridge Project

R/W No. 05-12 APN: ptn 76-521-056

#### WHEN RECORDED RETURN TO:

County Clerk

#### PUBLIC ROAD, SLOPE and DRAINAGE EASEMENT DEED

THIS INDENTURE, made the <u>Granth</u>, 2006, by LENA FRIEDMAN and BRYAN H. FRIEDMAN, husband and wife as joint tenants, hereinafter referred to as "Grantor", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County":

#### WITNESSETH:

That Grantor, for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto County, its successors and assigns, a perpetual and permanent public road, slope and drainage easement for the present and future construction, reconstruction, operation, repair and maintenance of a public road and appurtenances, and for such excavation and embankment slopes for the lateral and subjacent support of the road, roadbed and appurtenances, in such number and size, and with such accessory parts and structures, as County, or its successors in interest, from time to time, deem necessary to install over, upon, under and across that certain real property situate in the County of San Luis Obispo, State of California, described as follows:

see attached legal description Exhibit "A" and map as Exhibit "B", each attached hereto and made a part hereof

The easement granted herein includes the right to plant and maintain grass, plants, or shrubs within the easement area for soil erosion purposes and for the protection of the lateral support for said road, roadbed and appurtenances. Additionally, Grantor does hereby further grant to County, its successors and assigns, the necessary rights of entry to and from the hereinabove described property for future construction, reconstruction, operations, repair, or maintenance of said easement.

APN 076 521 056 Friedman, Bryan H. & Lena

#### **EXHIBIT A**

## Legal Description Road and Drainage Easement

A portion of Lot 42 of the Rancho San Miguelito in the County of San Luis Obispo, State of California, according to the map thereof recorded in Book A of Maps at Page 38, records of said county described as follows:

Beginning at the intersection of easterly right of way line of San Luis Bay Drive (V-SLO-FAS 1238 (1), as built construction plans dated approved August 6, 1956) as described in Book 846 of Official Records at Page 260 and the northerly line of the former Pacific Coast Railway Company's right of way (60' wide) as shown on said plans, said point being the True Point of Beginning,

Thence N01°42'24"E a distance of 15.30 feet, along said easterly right of way line to a non-tangent curve concave to the right having a radius of 470.00 feet, the center of which bears S80°22'37"E;

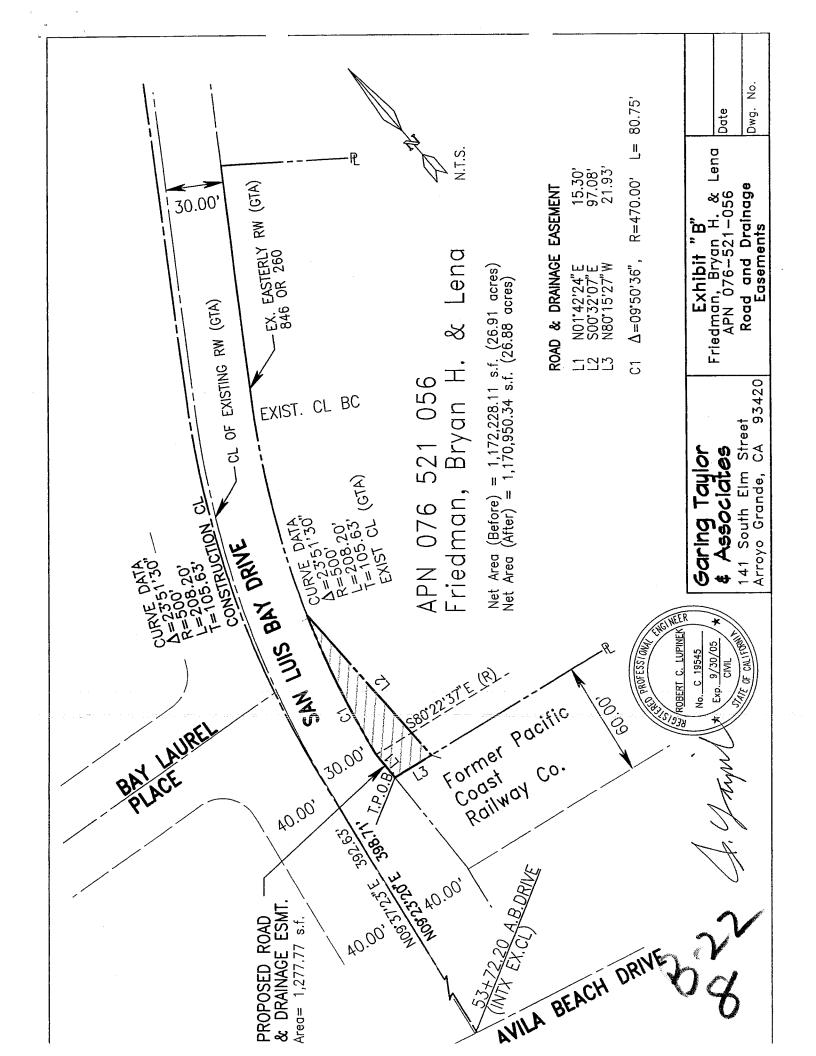
Thence continuing along said easterly right of way line and along said curve through a central angle of 09°50'36" an arc distance of 80.75 feet;

Thence, leaving said curve and easterly right of way line, S00°32'07"E, a distance of 97.08 feet to the northerly line of said former Pacific Coast Railway Company's right of way;

Thence along said northerly line, N80°15'27"W a distance of 21.93 feet more or less to the True Point of Beginning.

Said land containing an area of one thousand two hundred and seventy-seven and 77/100 (1,277.77) square feet more or less.





The consideration hereinabove recited shall constitute payment in full for any damages to remaining property of the Grantor, his successors and assigns, by reason of the construction, reconstruction, operation, repair and maintenance of the public road, slopes, drainage or other structures referred to herein.

The provisions hereof shall inure to the benefit of the County, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.

IN WITNESS WHEREOF, Grantor has hereunto set his hand the day and year first above written.

(As used above the term "GRANTOR" shall include the plural as well as the singular number and the work "his" shall include the feminine gender as the case may be.)

**GRANTOR** 

Lena Friedman

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### General Acknowledgment Form

State of <u>(MITOMA</u> )	
County of Son LAIR DB Spo	SS.
On	ore me, Imore J. Smrt a Notary Public ed Lena Friedman and Bryan H. Friedman, on the basis of satisfactory evidence) to be the ewithin instrument and acknowledged to me that d capacities, and that by their signatures on the behalf of which the person acted, executed the
WITNESS my hand and official se	al.  TIMOTHY J. SMITH COMM. # 1428426 NOTARY PUBLIC-CALIFORNIA GO SAN LUIS OBISPO COUNTY O COMM. EXP. JULY 3, 2007
Signature	(seal)
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#### RIGHT OF WAY AGREEMENT

THIS AGREEMENT entered into this day of mul, 200, by and between LENA FRIEDMAN and BRYAN H. FRIEDMAN, hereinafter referred to as "GRANTOR" and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

#### WITNESSETH:

**WHEREAS,** Document No. 05-12, in the form of a Public Road, Slope and Drainage Easement Deed, covering the property particularly described in the above instrument, has been executed and delivered to Timothy J. Smith, Right of Way Agent for the County of San Luis Obispo.

**NOW, THEREFORE,** in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between Grantor and County as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement.

#### 2. The County shall:

- **a.** Pay the undersigned Grantor the sum of \$ 1,650 for the property interests as conveyed by Deed No. 05-12 when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:
  - (1) Taxes for the fiscal year in which this agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time agreement is entered.
  - (2) Easement or rights of way over said land for public or quasi-public utility purposes, if any.
  - (3) Covenants, conditions and restrictions as imposed by deeds of record affecting said property conveyed, if any.

- **b.** Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the County, the premium charged therefor.
- **c.** Replace and install fence, 32"- high hog-wire with 2 strands barbed wire, on alternating metal and wood posts at 10 foot spans, along and immediately adjacent to the County road right of way line, but on the undersigned Grantor's remaining property and extending from left of Engineer's Station 55+50 to Engineer's Station 56+50. Said Engineer's Stations are shown on the County Road Plan map on file in the County Public Works Office, and on the attached Exhibit "A".
- **3.** All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, including a water sprinkler and pipeline, when removed, and relocated, or reconstructed by the County, shall be left in as good condition as found.

**IN WITNESS WHEREOF,** Grantor and County have executed this agreement the day and year first above written. (As used above the term "Grantor" shall include the plural as well as the singular number as the case may be.)

ATTEST:	GRANTOR
County Clerk of the County of San Luis Obispo	By: Lena Friedman
By:	Long i nognan
RECOMMENDED FOR APPROVAL RIGHT OF WAY AGENT	By: Bry Jil
	Bryan H. Friedman
RECOMMENDED FOR APPROVAL Dept. of Public Works	COUNTY OF SAN LUIS OBISPO
Nul King Director	By: Chairperson, Board of Supervisors
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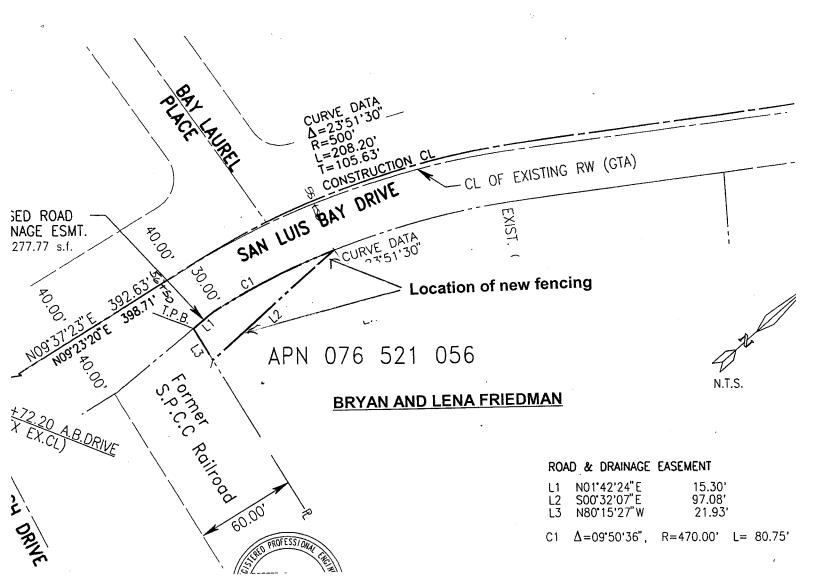


Exhibit "A"

OWNER'S NAME FluedMAN A.P.N. 76-521-56

> W.M. Material: -Standard Graduated 2x4 Non Climb

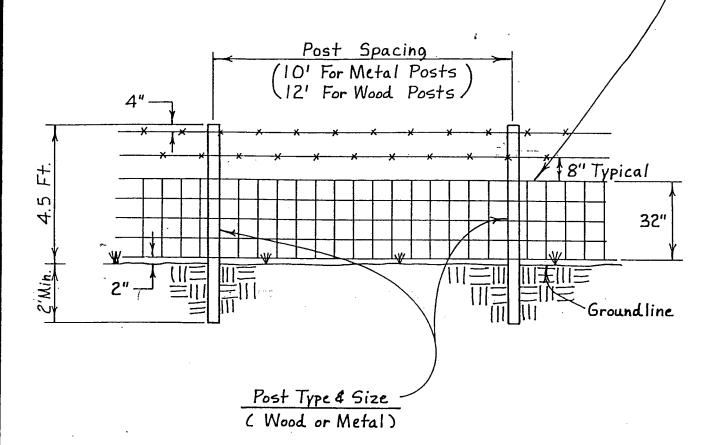


EXHIBIT A

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Approvals		Scale:
	ENGINEERING DEPARTMENT	None
	WIRE MESH WITH 2 STRANDS	Design Drawing No.

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